

TOWN OF SULLIVAN
Design/Build 3 Bay Ambulance/Heavy Equipment Garage Project
7507 Lakeport Road
Chittenango, New York 13037

NOTES FOR BIDDERS

All Bidders to consider the following for bidding this project:

1. All Bidders must visit the project site and be familiar with the existing conditions and required work to be done. As part of the bid submittal, the Contractor must visit the project site and document the visit date on the enclosed BID FORM. The project is located at the existing Town of Sullivan property located at 7507 Lakeport Road, Chittenango, New York 13037.
2. Note that the Town of Sullivan is tax exempt, both state and federal. Tax exempt information can be obtained from the Town of Sullivan when needed.
3. All Bidders must verify all work to be done. This includes verifying all dimensions and being familiar with all aspects and phases of the work to be done.
4. All Bidders must complete the Bidders List Sheet for notifications in the case of any required bidding addendums. Any addendums to the plans and bidding material will be at the discretion of the Town of Sullivan. All Bidders on the Bidders List will be notified of any and all changes to the project. After a review of all of the bids by the Town of Sullivan, the selected Bidder will be notified by phone of their accepted bid amount.
5. This is a building without heat, insulation, electrical service and plumbing.
6. Bid security in the form of a Bid Bond, Certified Check, Bank Cashier/Teller/Treasurer's Check payable to the "Town of Sullivan" in the amount of 5% of the total bid amount must accompany each proposal as a guarantee that if the proposal is accepted, a Contract will be entered into.
7. The Contractor and each Subcontractor, at their own expense, shall procure and maintain, until final acceptance by the Town of Sullivan all of the work covered by the Contract, insurance for liability for injuries, disability, death and property/project damages with insurance companies authorized to do such business in the State covering all operations under the Contract, whether performed by the Contractor or by Subcontractors. Before commencing the work, the Contractor and each Subcontractor shall furnish to the Town of Sullivan a copy of the original policy thereof for each of the kinds and amounts of the insurance required.

In addition, please note the following:

Property Insurance: Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, property insurance written on a builder's risk "all risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire project at the site on a replacement cost basis without optional deductibles.

This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the project. Property insurance shall be on an “all risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect’s and Contractor’s services and expenses required as result of such insured loss. The Contractor shall provide insurance coverage for portions of the work stored off of the site, in transit and stored on the site but not incorporated into the work as full replacement cost basis without voluntary deductible. A loss injured under the Owner’s property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interest may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner. See additional information on insurance in the Town’s General Conditions and Scope Documents.

8. The Town of Sullivan reserves the right to waive any informality and to reject any and all bids for any reason at any time.
9. The Contractor and the Town of Sullivan may have to negotiate additional work to be done and/or renegotiate proposed work for any reason at any time. All negotiations are to be done in good faith effort.
10. Bidder’s attention is referred particularly to State and Local governing laws and regulations, including applicable Affirmative Action Requirements, Equal Employment Opportunity and Minimum Wage Requirements to be paid under the Contract, and Prevailing Wage Rate Requirements to be paid under the Contract.
11. The Town reserves the right to waive any and all irregularities, and to reject any and all bids, or to rebid the project solely at the Town Board’s discretion.
12. The successful Bidder will present a Contract for approval by the Town upon notice of the award.

General Notes:

The Project Documents disclose the work to be done and Bidder is to prepare their bid considering the work as described. The intent is to complete the project per the Project Documents and with this additional information. The submitted bid shall include all plan items.

Sealed bill will be received by Town of Sullivan Town Clerk Amy B. Wells in accordance with the published **Advertisement for Bids.**

NON-COLLUSIVE BIDDING CERTIFICATE

(Design/Build 3 Bay Ambulance/Heavy Equipment Garage Project)

By submission of this Bid, the Bidder and each person signing on behalf of the Bidder, certifies under penalty of perjury, to their best knowledge and belief:

1. The price(s) in this Bid, was arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such price(s) with any other Bidder or with any competitor;
2. Unless otherwise required by law, the price(s) which has been quoted in the Bid has not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

The preceding statement, known and executed by the undersigned, is affirmed as true and attached to the Bid submitted herewith under the penalties of perjury of the State of New York.

(Bidder Name)

(Authorized Representative)

(Bidder Address)

(Bidder Phone Number)

(Bidder Email Address)

(Authorized Signature)

(Title)

(Date)

(Corporate Seal)

TOWN OF SULLIVAN
GENERAL CONDITIONS AND INSTRUCTIONS
TO BIDDERS

(Design/Build 3 Bay Ambulance/Heavy Equipment Garage Project)

1. Bids must be received by 2:00 p.m. on the 2nd day of August, 2023, at the Town of Sullivan Town Clerk's Office, 7507 Lakeport Road, Chittenango, New York 13037.
2. Specifications and Form of Bid may be obtained from the Town Clerk at the above listed address.
3. Bids must be in a sealed envelope clearly marked:

**“DESIGN/BUILD 3 BAY AMBULANCE/HEAVY
EQUIPMENT GARAGE PROJECT BID PACKAGE,
Dated: August 2, 2023”**
4. Bids must include a completed Non-Collusive Bidding Certificate.
5. Bidder must specify a “Completion Date” consistent with the Advertisement for Bids (January 1, 2024) and perform accordingly.
6. A copy of any warranty must accompany the Bid. Said warranty must not commence until the “Completion Date.”
7. To be considered complete, a set of specifications must accompany each Bid unit.
8. The Town Board of the Town of Sullivan reserves the right to complete discretion regarding all Bids.
9. To receive consideration, all deviations from specifications must be listed in detail on the Bid Sheet. Any Bid containing deviations from the norm that are not clearly noted and fully explained, will not be considered a complete Bid.
10. The contract to construct a “*Design/Build 3 Bay Ambulance/Heavy Equipment Garage*” shall be awarded to the lowest responsive, responsible Bidder. In cases where two or more Bidders submit identically priced Bids, the Town Board reserves the right to award the contract to either Bidder at their discretion.
11. The Town Board reserves the right to reject any or all Bids or re-advertise for new Bids at their discretion.
12. Any Bid may be withdrawn at any time prior to the Bid submittal deadline. Bids may be withdrawn only when written authorization is presented after submittal.
13. Prevailing Wage Rates: If applicable, all work must comply with Section 220 of the New York State Labor Law, as applicable. Prevailing Wage Rates may be obtained at www.labor.ny.gov.
14. Price quoted shall be net, less all taxes and shall include delivery, all transportation and delivery charges pre-paid to destination.
15. The successful Bidder shall agree, upon award of the Contract not to assign or sublet the Contract or any interest therein without first obtaining the written consent of the Town Purchasing Agent.

16. In case of default by the Bidder or Contractor, the Town of Sullivan may procure the article or services from other sources without notice and hold the Bidder and/or contractor thereby responsible for any excess costs occasioned by the default.
17. The Bidder, if awarded a contract, agrees to protect, defend, and save harmless the Town of Sullivan against any demand for payments for the use of any patented material, process, article, or device, that may enter into or from a part of the work covered by the contract: and further agrees to indemnify and save harmless the Town from suits or actions of every nature and description brought against it, for or on account of any injuries or demands received or sustained by any group or parties, by or from any acts of the contractor, his servants, or agents.
18. Laws, Rules and Regulations of the State of New York and all Local Law, Rules and Regulations, insofar as they apply to Competitive Bidding, Contracts and Purchases, are made a part hereof.
19. Qualifications of Bidders: In determining the qualifications of a Bidder, the Town of Sullivan will consider Bidder's record in the performance of any contracts in which they may have entered with the Town of Sullivan, with other public bodies or private corporations, and the Town of Sullivan expressly reserves the right to reject the Bid of such Bidder if such record discloses that such Bidder, in the opinion of the Town of Sullivan, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded his obligations to subcontractors, material suppliers or employees.

The Town of Sullivan may make such investigations as it may deem necessary to determine the ability of the Bidder to perform the work and the Bidder shall furnish to the Town of Sullivan all such information and data for this purpose as the Town of Sullivan may request following the Bid opening. The Town of Sullivan reserves the right to reject any Bid if the evidence submitted by, or determined by the investigation of, such Bidder fails to satisfy the Town of Sullivan that such Bidder is properly qualified to carry out the obligations of the Contract, and to complete the work contemplated therein.

The Proposer/Bidder shall have a minimum of three (3) years' experience in the area of building and construction of similar projects and demonstrate proof of same.

20. Conditions of Work: Each Bidder shall acquaint themselves fully with the site conditions relating to implementation of the project, the employment of labor and the laws and regulations governing the safe and proper execution of the work. Failure to do so will not relieve a successful Bidder from Bidder's obligation to furnish all material, labor and equipment necessary to carry out the provisions of the Contract.
21. Final Contract will include requirements for submission of bid, performance and payment bonds, as well as required insurances.
22. Certified Payrolls: Certified payrolls must accompany all invoices and must be kept up to date. Certified payrolls should be sent to Town of Sullivan Town Hall, 7507 Lakeport Road, Chittenango, New York 13037
23. Contact Person: Hon. John Becker, Town of Sullivan Supervisor, (315) 687-9190

TOWN OF SULLIVAN

DESIGN/BUILD 3 BAY AMBULANCE/HEAVY EQUIPMENT GARAGE PROJECT

Bids are requested from responsible Contractors for the *Design/Build 3 Bay Ambulance/Heavy Equipment Garage* at the existing Town of Sullivan property located at 7507 Lakeport Road, Chittenango, New York 13037.

SCOPE

Supply all materials and labor associated with the Design/Build 3 Bay Ambulance/Heavy Equipment Garage, all as set forth in the project documents.

It is the intent of these specifications that the Bidder shall include all labor, materials, equipment, services and transportation for the work to be undertaken. All employees shall be skilled and qualified for the work they perform.

REQUIREMENTS

- The successful Bidder will provide a Performance Bond equal to 100% of the Bid, as well as a Bid Bond equal to 5% of the Bid amount.
- Contractor will complete all work under the Contract in ninety (90) days from Notice to Proceed. Contractor's failure to complete all work under the Contract in ninety (90) days from Notice to Proceed will result in Contractor forfeiting all or a portion of the Performance Bond in the discretion of the Town Board of the Town of Sullivan.
- Contractor will pay workers in accordance with the Prevailing Wage Schedule, if applicable. Certified payrolls will be provided to the Town indicating compliance with this requirements.
- Contractor will provide evidence of appropriate insurance coverage as follows:
 - Workmen's Compensation Insurance Coverage
 - Liability Insurance - \$1,000,000.00 each occurrence and \$3,000,000.00 annual aggregate
 - Automobile - \$1,000,000.00
 - Owner's Protective Liability Policy in the name of the Town of Sullivan of at least \$2,000,000.00
 - Disability Benefits per New York State Requirements.
- The required insurance policies shall be endorsed to include the Town of Sullivan as an additional insured and issued on a primary, non-contributory basis. Also, to include the provisions that the issuing company(s) will notify the Certificate of Insurance Holder, who shall be the Town of Sullivan, 7507 Lakeport Road, Chittenango, New York 13037, by certified mail thirty (30) days prior to any change diminishing coverage, limits, cancellation or non-renewal of the insurance policies. For the duration of the awarded contract, the issuing company(s) shall notify the Certificate of Insurance Holder upon renewal of the policies.

- **Payments:** Town of Sullivan will pay the successful Bidder the amount of their Bid upon the full and faithful performance of the contract, acceptance of materials and/or work by the Town of Sullivan, and upon receipt of the vendor invoices and lien releases, as applicable.

Unless otherwise specified, the Town of Sullivan may in any contract involving construction work or labor retain up to five percent (5%) of the amount of the contract (or ten percent (10%) of the final payment amount, whichever is greater) until final completion and acceptance of all work covered by the contract.

The successful Bidder agrees that the Town of Sullivan may withhold, out of any amounts due the Contractor, sums sufficient to cover any unpaid claims by mechanics or laborers for work or labor performed under the Contract, provided that the notice in writing of such claims, signed by the claimant(s), shall have been previously filed.

The successful Bidder further agrees that they shall not be entitled to demand or receive any payment except in the manner set forth in this Bid or any contract entered into.

- **Warranty:** Town of Sullivan requires a minimum three (3) years warranty from the date of acceptance, to correct at no additional cost to Town of Sullivan any failure or defect in material and workmanship, which appears in the equipment, goods or services supplied under this bid.

Town of Sullivan does not accept exceptions to implied warranties of suitability or merchantability. Town of Sullivan does not accept limitations for recovery for incidental or consequential damages or on its legal remedies to secure such recovery.

- **Termination/Default/Non-Performance:** In case of default by the successful Bidder, Town of Sullivan may procure the articles or services from other sources without notice and hold the Proposer/Bidder responsible for any excess cost.

Town of Sullivan may terminate this agreement with cause upon notification in writing.

Town of Sullivan further may terminate the contract without cause on 30 days' notice in writing. Upon notice, the Contractor will cease all services in connection with performance of this agreement and shall proceed to cancel all existing contracts insofar as such contracts are chargeable to this agreement.

If the successful Bidder is delayed in making delivery by strikes, lockouts, fire, or unusual delay by common carriers control, then the time of delivery may be extended for a reasonable time after receipt of a written documented request by the contractor. This request must be approved and responded to in writing by the Town of Sullivan. Town of Sullivan may cancel said contract as to future deliveries/work at any time during such delay if Town of Sullivan interests are impaired by such delay.

Neither an extension of time for any reason, beyond that fixed herein for the performance of the contract, nor the doing and acceptance of any part of the work, or the supplies nor materials called for by the contract, shall be deemed to be a waiver by Town of Sullivan of the right to terminate the Contract for abandonment or delay.

- **Changes/Deviations:** This Bid as well as any contract, plans, drawings, exhibits or schedule to which are attached and made a part of the Bid constitutes the entire agreement and understanding between the parties hereto and shall be binding upon each party as their successors. Any additions, changes or deviations to or from said specifications, contracts,

plans, drawings, exhibits or schedule will invalidate the agreement between the parties in its entirety unless in every case such changes shall be previously made in writing agreed upon by the parties hereto in consideration of all applicable legislation.

SPECIFICATIONS

Available at the Town of Sullivan Town Hall, 7507 Lakeport Road, Chittenango, New York 13037.